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December 30, 1991

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INTERSTATE COMMERCE COMMISSION

DEC 30 1 00 PM '91
MOTOR CREATING UNIT

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue
Washington, D.C. 20423

Dear Mr. Strickland:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11301 of Title 49 of the United States Code. These documents are:

1. Lease of Railroad Equipment dated as of December 15, 1991, a primary document which includes the Lease Supplement No. 1 dated as of December 30, 1991. *17649*

2. Lessee Security Agreement (Mortgage) dated as of December 15, 1991 a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of December 30, 1991. *B*

3. Sublease of Railroad Equipment dated as of December 15, 1991, a primary document which includes the Sublease Supplement No. 1 dated as of December 30, 1991. *E*

4. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of December 15, 1991, a primary document which includes the Indenture Supplement Nos. 1 and 2 dated as of December 30, 1991. *F*

5. FRA Subordinated Security Agreement dated as of December 15, 1991, a primary document. *J*

6. Cure Rights Agreement dated as of December 15, 1991, a primary document. *J*

Amtrak requests that all of the documents listed herein be filed under the same recordation number.

The parties to the above-listed documents include the following:

1, 2 and 3. The Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Ameritrust Company National Association ("Owner Trustee"), as, respectively, lessee, mortgagee, and sublessor.

Amtrak
Strickland

4. The Trust Indenture and Supplement Nos. 1 and 2 thereto: Owner Trustee as mortgagor and State Street Bank and Trust Company of Connecticut, National Association ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

5. The FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

6. The Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, and Indenture Trustee as mortgagee.

The addresses of the parties are:

Ameritrust Company National Association
900 Euclid Avenue
Legal Department, P-13
Cleveland, Ohio 44101-1477

State Street Bank and Trust Company
of Connecticut, National Association
750 Main Street
Suite 1114
Hartford, Connecticut 06103

Federal Railroad Administrator
Federal Railroad Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attention: Corporate Secretary

The railway equipment covered by the primary documents listed above consists of up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

A fee of \$96 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short summaries of the documents to appear in the index follow:

1. Lease of Railroad Equipment between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue,

N.E., Washington, D.C. 20002 ("Amtrak"), as lessor, dated December 15, 1991, and Supplement No. 1 thereto dated as of December 30, 1991. The Lease covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

2. Lessee Security Agreement (Mortgage) between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor, dated as of December 15, 1991 and Supplement No. 1 thereto dated as of December 30, 1991. The Lessee Security Agreement (Mortgage) covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

3. Sublease of Railroad Equipment between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as sublessee, dated as of December 15, 1991 and Supplement No. 1 thereto dated as of December 30, 1991. The Sublease covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

4. Trust Indenture and Security Agreement (Mortgage) between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee and mortgagor, and State Street Bank and Trust Company of Connecticut, National Association, 750 Main Street, Suite 1114, Hartford, Connecticut 06103, as indenture trustee and mortgagee, dated as of December 15, 1991, and Supplement Nos. 1 and 2 dated as of December 30, 1991. The Trust Indenture covers up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing National Railroad Passenger Corporation ("Amtrak") road numbers 500 and 503 to 519, inclusive.

5. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, as mortgagee, dated as of December 15, 1991 and covering up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing Amtrak road numbers 500 and 503 to 519, inclusive.

6. Cure Rights Agreement between Ameritrust Company National Association, 900 Euclid Avenue, Legal Department, P-13, Cleveland, Ohio 44101-1477 as owner trustee, sublessor, and mortgagee, and State Street Bank and Trust Company of

Connecticut, National Association, 750 Main Street, Suite 1114, Hartford, Connecticut 06103 as indenture trustee and mortgagee, dated as of December 15, 1991, and covering up to eighteen (18) General Electric Dash 8-32 BWH Locomotives bearing National Railroad Passenger Corporation ("Amtrak") road numbers 500 and 503 to 519, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Judy Weisburgh".

Judy Weisburgh
Associate General Counsel

Enclosures

[EXECUTION COPY]

- 17649 *B*

RECORDING NO. _____ FILED 1423

DEC 30 1991 -1 05 PM

INTERSTATE COMMERCE COMMISSION

LESSEE SECURITY AGREEMENT (MORTGAGE)

Dated as of December 15, 1991

by and between

NATIONAL RAILROAD PASSENGER CORPORATION

and

AMERITRUST COMPANY NATIONAL ASSOCIATION,
not in its individual capacity
but solely as Owner Trustee

EIGHTEEN (18) GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES

[LESSEE SECURITY AGREEMENT]

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SIGNATURE PAGE

EXHIBIT A - FORM OF LESSEE SECURITY AGREEMENT SUPPLEMENT

[LESSEE SECURITY AGREEMENT]

LESSEE SECURITY AGREEMENT

THIS LESSEE SECURITY AGREEMENT dated as of December 15, 1991 between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), and AMERITRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee ("Owner Trustee").

W I T N E S S E T H :

Section 1. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lessee Security Agreement have the respective meanings specified therefor in Annex A to that certain Sublease of Railroad Equipment dated as the date hereof between Amtrak and Owner Trustee.

Section 2. Rules of Interpretations. The following rules apply to this Agreement:

(a) the singular includes the plural and the plural includes the singular;

(b) "or" is not exclusive and "include" and "including" are not limiting;

(c) a reference to any agreement or other contract includes permitted supplements and amendments;

(d) a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement therefor;

(e) a reference to a person includes its permitted successors and assigns;

(f) a reference herein to an Article, Section, Exhibit, Schedule or Appendix without further reference is to the relevant Article, Section, Exhibit, Schedule or Appendix of this Agreement;

[LESSEE SECURITY AGREEMENT]

- (g) any right may be exercised at any time and from time to time;
- (h) all obligations are continuing obligations; and
- (i) the headings of the Articles, Sections and subsections are for convenience and shall not affect the meaning of this Agreement.

Section 3. Grant of Security Interest. As security for the performance by Amtrak of its obligations under the Lease, the Sublease and each other Operative Document to which it is a party, including its obligation to transfer title to Units pursuant to Section 6.4 of the Lease and its obligation under Section 6.6 of the Lease to pay liquidated damages upon any failure to so transfer title, Amtrak hereby grants, conveys and sets over to Owner Trustee, effective upon the execution and delivery by Amtrak of a Lessee Security Agreement Supplement describing such Units in accordance with Section 5, a security interest in all of Amtrak's right, title and interest in, whether now owned or held or hereafter acquired, and to the Units and the lease thereof pursuant to the Lease but, in the case of the Units, such security interest shall be subject and subordinate to the Lease. The security interest of Owner Trustee under this Section 3 in and to the Equipment and the Lease is subject and subordinate to the rights of Indenture Trustee under the Indenture.

TO HAVE AND TO HOLD such rights and interests unto Owner Trustee forever, subject to the terms and conditions set forth in this Lessee Security Agreement.

Section 4. Amtrak Consent to Assignment. Amtrak consents to the assignment by Owner Trustee of certain of the rights of Owner Trustee hereunder to Indenture Trustee under the Indenture, as and to the extent provided thereunder.

Section 5. Lessee Security Agreement Supplement. After the execution and delivery of a Lease Supplement by Lessor and Lessee, Amtrak and Owner Trustee shall execute and deliver a Lessee Security Agreement Supplement substantially in the form of Exhibit A hereto for the purpose of confirming or completing the description of the security interest in and to the Equipment created hereunder.

[LESSEE SECURITY AGREEMENT]

Section 6. Use of Equipment. Notwithstanding the provisions of Section 3, so long as the terms, provisions, and conditions of this Lessee Security Agreement, the Lease and the Sublease shall be kept, observed and performed by or on behalf of Amtrak, Amtrak shall have the right at all times to use the Equipment in lawful conduct of its business and otherwise to exercise all of the rights of Lessor under the Lease and of Sublessee under the Sublease subject, however, to the terms and conditions of the Lease and the Sublease.

Section 7. Additions and Replacements. It is agreed and understood that all additions and all replacements made to any Unit shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Lessee Security Agreement and shall be included in the term "Equipment" as used in this Lessee Security Agreement.

Section 8. Default. (i) If Amtrak fails to perform any of its obligations under the Lease or if an Event of Default is continuing under the Sublease, Amtrak shall be in default hereunder. In the event of a default hereunder, in addition to any other remedies available, Owner Trustee may, upon written notice to Amtrak, take or cause to be taken, by its agent or agents, immediate possession of the Equipment in accordance with Section 14 of the Sublease (whether or not the Sublease shall then be in full force and effect). If Owner Trustee shall demand possession of the Equipment, Amtrak shall, at its own cost and expense, forthwith deliver the Equipment, or cause it to be delivered, to Owner Trustee or Owner Trustee's agent in the manner provided in Section 14 of the Sublease (whether or not the Sublease shall then be in effect). If Owner Trustee elects to sell the Equipment, Amtrak shall be given written notice of such proposed sale not less than ten (10) days prior thereto. If, after applying sums of money realized by Owner Trustee from the sale of the Equipment, there shall remain any amount due Owner Trustee by Amtrak under the Lease or the Sublease, Amtrak shall pay the amount of such deficiency to Owner Trustee upon demand, and, if Amtrak shall fail to pay such deficiency, Owner Trustee may bring suit therefor against Amtrak.

(ii) Each and every right, power and remedy herein specifically given to Owner Trustee under this Lessee Security Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from

[LESSEE SECURITY AGREEMENT]

time to time and as often and in such order as may be deemed expedient by Owner Trustee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by Owner Trustee in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Amtrak or to be an acquiescence therein.

Section 9. Further Assurances. Amtrak further agrees that, at its expense, it will at any time, and from time to time hereafter, upon request of Owner Trustee, make, do, execute, deliver, and perform all such further acts as shall be reasonably required to effect the intent of this Lessee Security Agreement, and to perfect and continue the perfection of the security interest granted herein, and to secure and confirm to Owner Trustee or Owner Trustee's successors and assigns all of the security and rights, hereinbefore described, and intended to be assigned as collateral security, so as to render the same whether now or hereafter possessed, subject to the terms and provisions of this Lessee Security Agreement.

Section 10. Termination. This Lessee Security Agreement shall terminate with respect to a Unit when the Lease and the Sublease terminate with respect thereto (except for a termination caused by an Event of Default under the Sublease), including upon the acquisition by Amtrak of the Leasehold Interest with respect to such Unit pursuant to any provision of the Sublease, other than Section 13 of the Sublease. Owner Trustee, if so requested by Amtrak, will (at the sole cost and expense of Amtrak) execute and deliver for filing or recording in all necessary public offices such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the termination of this Lessee Security Agreement with respect to a Unit.

Section 11. Amendments. This Lessee Security Agreement may be amended only by a consent in writing signed by Amtrak and Owner Trustee and shall specifically refer to itself as an amendment hereto.

Section 12. Governing Law. The terms of this Lessee Security Agreement and all rights and obligations hereunder shall be governed by the law of the District of

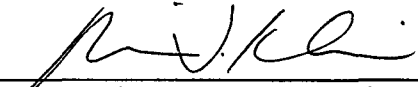
[LESSEE SECURITY AGREEMENT]

Columbia applicable to contracts executed and delivered, and to be fully performed, in the District of Columbia, without regard to its principles of conflicts of law; provided, that the parties shall be entitled to all rights conferred by Section 11303 of the Act.


Section 13. Execution in Counterparts. This Lessee Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned, duly authorized officers of the parties hereto, have executed this Lessee Security Agreement by signing it as of the date hereof.

NATIONAL RAILROAD PASSENGER
CORPORATION

By 
Name: Richard I. Klein
Title: Treasurer

AMERITRUST COMPANY, NATIONAL
ASSOCIATION,
not in its individual capacity
but solely as Owner Trustee

By 
Name: Stephen M. Carta
Title: Assistant Secretary

[SIGNATURE PAGE]

SIST. OF)
COLUMBIA) ss

On this 20TH day of December, 1991, before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

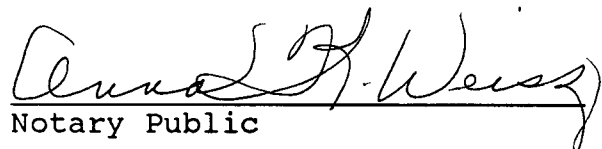

Notary Public

My Commission Expires: 1-1-95

SEAL

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 19th day of December, 1991 before me personally appeared Stephen M. Carta, to me personally known, who being by me duly sworn, says that he is the Assistant Secretary of AMERITRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Owner Trustee in said instrument, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

My Commission Expires:

ANNA K. WEISZ
Notary Public, State of New York
No. 03-4211565
Qualified in Bronx County
Certificate Filed in New York
County Clerk's Office
Commission Expires November 30, 1993

SEAL

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

Exhibit A to
Lessee Security Agreement

LESSEE SECURITY AGREEMENT SUPPLEMENT NO. _____

THIS LESSEE SECURITY AGREEMENT SUPPLEMENT NO. _____ dated as of _____, 19__ between NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak"), and AMERITRUST COMPANY NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Owner Trustee ("Owner Trustee").

W I T N E S S E T H :

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lessee Security Agreement Supplement No. _____ have the respective meanings specified therefor in Annex A to that certain Sublease of Railroad Equipment dated as of December 15, 1991 between Amtrak and Owner Trustee, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. The rules of interpretation set forth in Section 2 of the Lessee Security Agreement are hereby incorporated herein by reference.

3. Amtrak and Owner Trustee have heretofore entered into the Lessee Security Agreement, which Lessee Security Agreement provides for the execution and delivery from time to time of Lessee Security Agreement Supplements substantially in the form hereof for the purpose of confirming or completing the description of the security interest in one or more Units created under the Lessee Security Agreement.

4. The Units covered by this Lessee Security Agreement Supplement are described in Schedule 1 attached hereto.

5. By the execution and delivery of this Lessee Security Agreement Supplement, Amtrak and Owner Trustee reaffirm all of the terms, provisions and conditions of the Lessee Security Agreement.

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

6. This Lessee Security Agreement Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

IN WITNESS WHEREOF, the parties have caused this Lessee Security Agreement Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

NATIONAL RAILROAD PASSENGER
CORPORATION

By _____
Name:
Title:

AMERITRUST COMPANY NATIONAL ASSOCIATION
not in its individual capacity
but solely as Owner Trustee

By _____
Name:
Title:

[SIGNATURE PAGE]

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

_____))
_____)) ss
_____))

On this ____ day of _____, 19__ before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of [____], a [national banking association], as Owner Trustee in said instrument, that said instrument was signed on behalf of said [national banking association] by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said [national banking association].

Notary Public

My Commission Expires: _____

SEAL

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

_____))
_____)) ss
_____))

On this ____ day of _____, 19__ before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: _____

SEAL

[LESSEE SECURITY AGREEMENT SUPPLEMENT]

SCHEDULE 1 TO
LESSEE SECURITY AGREEMENT SUPPLEMENT NO. ____

DESCRIPTION OF UNITS

EQUIPMENT

AMTRAK
EQUIPMENT
NUMBERS

GENERAL ELECTRIC DASH 8-32 BWH LOCOMOTIVES